



**SCHEDULE B
TO THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT
DISPUTE RESOLUTION PROVISION**

As a condition of my employment with Advanced Care Staffing, LLC ("Employer"), except for Employer's enforcement of restrictive covenants as provided for in Section 6(c) of the Agreement, I agree that any dispute, controversy or claim arising between me and Employer (including a dispute, controversy or claim arising out of, in connection with or relating to, this Agreement, or the interpretation, performance or breach, termination or validity hereof) shall be resolved by arbitration pursuant to this dispute resolution provision (the "Provision"). This includes, but is not limited to, claims involving an alleged violation of public policy; all statutory claims for discrimination and/or harassment and/or retaliation under federal, state, or local law; and claims concerning wages or other compensation, whether based on statute or any other grounds. I, therefore, waive my right to sue in court and have a jury trial.

This agreement to arbitrate shall be governed by the Federal Arbitration Act and shall remain in force even after I separate from Employer for any reason.

For purposes of this Agreement, a claim against any of Employer's owners, employees, subsidiaries, affiliates, or the owners or employees of any such entities, will be considered a claim against Employer.

I agree that arbitration will be administered by the American Arbitration Association ("AAA") and that the AAA's Commercial Arbitration Rules in effect at the time of the dispute will govern, except as modified by this Provision. I understand that the AAA's Commercial Arbitration Rules are available online at www.adr.org.

The costs for initiating arbitration will be governed by the AAA's policy on costs for employment-related disputes. For informational purposes, as of January 2021, that policy provides that the initial filing fee for an employee will be no more than \$300.00 (which may be waived under certain circumstances), and that the employer will initially bear all other filing fees, administrative fees, hearing fees, and arbitrator compensation. In the event that the AAA's initial filing fee is higher than the filing fee for a court action in the trial court in the jurisdiction where I reside, I will only be required to contribute the cost of what I would have paid to file an action in court. I agree that at the conclusion of arbitration, the prevailing party shall be entitled (in addition to all other relief available under the Agreement or applicable law) to be reimbursed for its reasonable attorney's fees as well as all costs and fees charged by the AAA and the arbitrator.

Arbitration proceedings will be conducted by a single arbitrator. The arbitration shall be conducted in New York, New York unless the parties otherwise agree. The arbitration proceedings shall be conducted in the English language. All submissions shall be made in English or with an English translation. The arbitrator shall be bound by the terms of the Agreement and by applicable law. The award of the arbitrator shall be final and binding upon Employer and me, and either Employer or I may apply to a court of competent jurisdiction for confirmation and enforcement of such award.



I agree that any dispute or claim between Employer and me will be resolved on an individual basis only. No arbitration shall include any disputes or claims on behalf of any other employees, such as class actions or collective actions. The arbitrator shall not have the authority to hear or issue any award concerning the claims of a class action or collective action or to consolidate the claims of more than one employee or the claims of a class of employees into a single arbitration proceeding, to the maximum extent permitted by law. If Employer or I have any disagreement about whether an arbitration can include any dispute or claim on behalf of any other employees, that disagreement will be decided by a court, not by an arbitrator.

I agree that in the event of a default by either party in an arbitration proceeding, if the non-defaulting party has satisfied the AAA's rule(s) on serving of notice, the arbitration shall proceed in accordance with Rule E-6 of the AAA's Commercial Arbitration Rules, Expedited Procedures (titled, "Proceedings on Documents and Procedures for the Resolution of Disputes Through Document Submission").

Employer agrees that should there be arbitration proceedings in accordance with this Provision, I would be free to pursue all available substantive or procedural rights or remedies in such arbitration proceedings. For example, this Provision does not alter any applicable statute of limitations and does not prevent the arbitrator from awarding all types of damages available under the applicable statute(s) or common law.

I agree that in the event that any court of competent jurisdiction shall determine that any portion of this Provision exceeds the scope permitted by applicable law, the court shall have the authority to modify or "blue pencil" such portion so as to render it enforceable while maintaining the parties' original intent to the maximum extent possible. If a court determines that a legal dispute shall not be resolved by arbitration for any reason, the dispute or claim shall be decided by a judge, without a jury.

I understand that in a lawsuit in court, I would have certain rights to a trial by a jury or a judge. I voluntarily and knowingly agree to give up those rights, and I understand that all disputes or claims relating to my employment (or termination of employment) will instead be decided by an arbitrator. I understand that I have a right to consult with a person of my choosing, including an attorney, before signing this Provision.

Signatures:

Employee

Employer